



Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 03193222
Control 069901055
Project C 699-1-55
Highway FM 89
County TAYLOR

April 16, 2019

FOUTSCO PAVING COMPANY, LLC
2650 FM 407 E, STE 145
BARTONVILLE, TX 76226-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

DocuSigned by:

DSA51B7E76664F3

Jesse A. Lineberger
Director, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: WESTFIELD INSURANCE COMPANY
BOND NO. 5491087

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

CONTRACT NO. 03193222

CONTROL 0699-01-055

PROJECT C 699-1-55

HIGHWAY FM 89

COUNTY TAYLOR

CONTRACT

between

STATE OF TEXAS

and

FOUTSCO PAVING COMPANY, LLC

for

CONSTRUCTION OF 2.620 MILES

of

FM 89

in

TAYLOR COUNTY

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THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO.	03193222
CONTROL	0699-01-055
PROJECT	C 699-1-55
HIGHWAY	FM 89
COUNTY	TAYLOR

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **FOUTSCO PAVING COMPANY, LLC**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **100 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: C 699-1-55
COUNTY : TAYLOR

CCSJ BIDDER DATE DIV JOB
069901055 4 3 19 47 222

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
104	6009		REMOVING CONC (RIPRAP) SY	9.000	25.000	225.00
104	6015		REMOVING CONC (SIDEWALKS) SY	15.000	15.000	225.00
104	6029		REMOVING CONC (CURB OR CURB & GUTTER) LF	73.000	13.000	949.00
105	6008		REMOVING STAB BASE AND ASPH PAV (6") SY	47.000	15.000	705.00
160	6003		FURNISHING AND PLACING TOPSOIL (4") SY	43.000	10.000	430.00
162	6002		BLOCK SODDING SY	43.000	10.000	430.00
316	6017		ASPH (AC-20-5TR) GAL	32,475.000	3.500	113,662.50
316	6224		AGGR(TY-PB GR-4 SAC-B) CY	807.000	105.000	84,735.00
344	6123		SUPERPAVE MIXTURES SP-D SAC-A PG70-28 TON	10,206.000	113.000	1,153,278.00
351	6013		FLEXIBLE PAVEMENT STRUCTURE REPAIR(4") SY	1,700.000	31.980	54,366.00
354	6045		PLANE ASPH CONC PAV (2") SY	92,785.000	1.100	102,063.50
400	6011		SAND BACKFILL CY	1.000	100.000	100.00
432	6001		RIPRAP (CONC) (4 IN) CY	1.000	700.000	700.00
432	6002		RIPRAP (CONC) (5 IN) CY	104.000	620.000	64,480.00
500	6001		MOBILIZATION LS	1.000	80,000.000	80,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING MO	6.000	3,000.000	18,000.00
529	6002		CONC CURB (TY II) LF	13.000	100.000	1,300.00
529	6007		CONC CURB & GUTTER (TY I) LF	24.000	50.000	1,200.00
529	6008		CONC CURB & GUTTER (TY II) LF	36.000	50.000	1,800.00
530	6017		DRIVEWAYS (CONC) (HES) SY	47.000	100.000	4,700.00

PROJECT: C 699-1-55
COUNTY : TAYLOR

CCSJ BIDDER DATE DIV JOB
069901055 4 3 19 47 222

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT APPROX. QUANT.	UNIT BID PRICE	EXTENSION
531	6001		CONC SIDEWALKS (4") SY 20.000	75.000	1,500.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA 4.000	800.000	3,200.00
644	6076		REMOVE SM RD SN SUP&AM EA 2.000	116.000	232.00
662	6001		WK ZN PAV MRK NON-REMOV (W)4" (BRK) LF 6,970.000	.420	2,927.40
662	6032		WK ZN PAV MRK NON-REMOV (Y)4" (BRK) LF 5,880.000	.420	2,469.60
662	6034		WK ZN PAV MRK NON-REMOV (Y)4" (SLD) LF 27,422.000	.420	11,517.24
662	6109		WK ZN PAV MRK SHT TERM (TAB)TY W EA 1,203.000	.750	902.25
662	6111		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 EA 1,813.000	.750	1,359.75
666	6030	007	REFL PAV MRK TY I (W)8" (DOT) (100MIL) LF 200.000	1.250	250.00
666	6036	007	REFL PAV MRK TY I (W)8" (SLD) (100MIL) LF 1,825.000	.900	1,642.50
666	6147	007	REFL PAV MRK TY I (Y)24" (SLD) (100MIL) LF 104.000	13.600	1,414.40
666	6300	007	RE PM W/RET REQ TY I (W)4" (BRK) (100MIL) LF 6,970.000	.490	3,415.30
666	6303	007	RE PM W/RET REQ TY I (W)4" (SLD) (100MIL) LF 1,400.000	.490	686.00
666	6312	007	RE PM W/RET REQ TY I (Y)4" (BRK) (100MIL) LF 5,880.000	.490	2,881.20
666	6315	007	RE PM W/RET REQ TY I (Y)4" (SLD) (100MIL) LF 27,422.000	.460	12,614.12
668	6076		PREFAB PAV MRK TY C (W) (24") (SLD) LF 873.000	13.200	11,523.60
668	6077		PREFAB PAV MRK TY C (W) (ARROW) EA 71.000	235.000	16,685.00
668	6085		PREFAB PAV MRK TY C (W) (WORD) EA 5.000	315.000	1,575.00
668	6092		PREFAB PAV MRK TY C (W) (36") (YLD TRI) EA 13.000	57.000	741.00
672	6007		REFL PAV MRKR TY I-C EA 429.000	4.300	1,844.70

PROJECT: C 699-1-55
COUNTY : TAYLOR

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069901055 4 3 19 47 222

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
672	6009		REFL PAV MRKR TY II-A-A EA	810.000	4.300	3,483.00
677	6019		ELIM EXT PAV MRK & MRKS (36") (YLD TRI) EA	3.000	130.000	390.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN EA	2.000	8,000.000	16,000.00
6185	6002	001	TMA (STATIONARY) DAY	176.000	50.000	8,800.00
6185	6005	001	TMA (MOBILE OPERATION) DAY	32.000	50.000	1,600.00
TOTAL						1,793,003.06

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CONTRACT NO. 03193222

COUNTY TAYLOR

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By  Date 4/16/19
For GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:





CONTRACTOR
Party of the Second Part

FOUTSCO PAVING COMPANY, LLC

By:  Owner & CEO 4-5-19
(Title) (Date)

By: _____
(Title) (Date)

By: _____
(Title) (Date)

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CARLOS J. RODRIGUEZ PE. DIRECTOR, CO/STRECTION/

PERFORMANCE BOND

CONTRACT NO. 03193222

COUNTY TAYLOR

BOND NO. 5491087

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FOUTSCO PAVING COMPANY, LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million seven hundred ninety-three thousand three and 06/100 Dollars (\$1,793,003.06)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 5th day of April, 2019.

FOUTSCO PAVING COMPANY, LLC


CONTRACTOR

*By: Owner & CEO 4-5-19
(Title)

CONTRACTOR

*By: _____
(Title)

WESTFIELD INSURANCE COMPANY

SURETY (Print Firm Name and Seal)

*By: 
JACK NOTTINGHAM, ATTORNEY-IN-FACT (Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 03193222

COUNTY TAYLOR

BOND NO. 5491087

KNOW ALL PERSONS BY THESE PRESENTS:

That we **FOUTSCO PAVING COMPANY, LLC** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million seven hundred ninety-three thousand three and 06/100 Dollars (\$1,793,003.06)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 5th day of April, 2019.

FOUTSCO PAVING COMPANY, LLC

[Signature]
CONTRACTOR

*By: Owner & CEO 4-5-19
(Title)

CONTRACTOR

*By: _____
(Title)

WESTFIELD INSURANCE COMPANY

SURETY (Print Firm Name and Seal)

*By: [Signature]
JACK NOTTINGHAM, ATTORNEY-IN-FACT (Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/03/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH,
JARRETT WILLSON, JACK NOTTINGHAM, JOINTLY OR SEVERALLY

of ROCKWALL and State of TX its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of APRIL A.D., 2018.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 03rd day of APRIL A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of April, 2018.



Frank A. Carrino, Secretary

**Important Notice
STATE OF TEXAS
COMPLAINT PROCEDURES**

To obtain information or make a complaint

You may call Westfield Insurance Company, Ohio Farmers Insurance Company, and/or Westfield National Insurance Company's toll-free telephone number for information or to make a complaint at:

1(330)887-0101

You may also write to Westfield Insurance Company, Ohio Farmers Insurance Company, and/or Westfield National Insurance Company at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, Ohio 44251-5001**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

Or you may write to the Texas Department of Insurance at:

**Texas Department of Insurance
P O Box 149104
Austin, TX 78714-9104
Fax # 1-512-475-1771**

Attach this notice to your Bond. This notice is for information only and does not become a part or a condition of the attached document. It is given to comply with Government Code Section 2253.048 and Property Code Section 53.202, effective September 1, 2001

